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Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

APPOINTED JANUARY 5, 1946
PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT

To investigate an unadjusted dispute between the St. Louis, San Francisco Railway Co. and St. Louis, San Francisco and Texas Railway Co. and certain of its employees represented by the Brotherhood of Railroad Trainmen.

(No. 31)

ST. LOUIS, MO., *January 24, 1946.*

THE PRESIDENT,
The White House.

DEAR MR. PRESIDENT: The Emergency Board created by you on January 5, 1946, under Section 10 of the Railway Labor Act, to investigate and report to you respecting certain disputes existing between the St. Louis-San Francisco Railway Co. and the St. Louis, San Francisco and Texas Railway Co. and certain of their employees represented by the Brotherhood of Railroad Trainmen, has the honor to submit herewith its report based upon its investigation.

Respectfully submitted,

ROBERT G. SIMMONS, *Chairman.*
HENRI A. BURQUE, *Member.*
LUTHER W. YOUNGDAHL, *Member.*

REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD APPOINTED JANUARY 5, 1946 PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT

In re: *Brotherhood of Railroad Trainmen and St. Louis-San Francisco Railway Company and St. Louis, San Francisco and Texas Railway Co.*

The President of the United States, Harry S. Truman, was notified by the National Mediation Board that disputes existed between the St. Louis-San Francisco Railway Co. and the St. Louis, San Francisco and Texas Railway Co. and certain of their employees represented by the Brotherhood of Railroad Trainmen; that the disputes had not been adjusted under the provisions of the Railway Labor Act; and that in the judgment of the National Mediation Board, those disputes threatened to interrupt interstate commerce substantially within the States of Missouri, Kansas, Oklahoma, Arkansas, Tennessee, Texas, Mississippi, Alabama and Florida, to a degree such as to deprive that portion of the country of essential transportation service.

On Jan. 5, 1946, the President, by executive order and by virtue of the authority vested in him by section 10 of the Railway Labor Act, as amended, created a board of three members to investigate said disputes and to report its findings to him. The President appointed as members of said Board, Robert G. Simmons of Lincoln, Nebr., Henri A. Burque of Nashua, N. H., and Luther W. Youngdahl of St. Paul, Minn.

Pursuant to said executive order and the letters of appointment, all members of the Board met in room 516, U. S. Court and Custom House, St. Louis, Mo., on Jan. 11, 1946. It selected Robert G. Simmons as chairman and approved the appointment of Frank M. Williams & Co. as official reporters.

Appearances on behalf of the carriers were made by Alvin J. Baumann, M. G. Roberts and O. P. King. Appearances on behalf of the Brotherhood of Railroad Trainmen were made by J. A. Rash, Deputy President, and C. O. Carnahan, General Chairman, St. Louis System.

Public hearings were held commencing on Jan. 11, 1946 and each day thereafter, Sunday excepted, and concluding on Jan. 18,

1946. The record of the proceedings, consisting of 7 volumes of 912 pages and numerous exhibits, are transmitted with this report.

Under date of Dec. 21, 1945, the Brotherhood of Railroad Trainmen circulated a strike ballot among the employees represented by it, containing twelve cases which the ballot recited remained unadjusted and in dispute. The vote on the strike ballot was a favorable one. The official ballot, the statements of cases in dispute and a tabulation of the result appear in volume 7 of our hearings, at the close thereof, being Trainmen's Exhibits 37 and 38.

Evidence and argument were submitted by the parties. A report upon each item severally follows, reciting the nature of the claim as set out in the strike ballot, and our conclusions as to the matter so submitted.

There is some discrepancy between the cases listed on the strike ballot and those described in the various statements of claims presented at the hearings. We are listing the cases verbatim as they appear on the strike ballot.

For convenience and brevity the St. Louis-San Francisco Railway Co. and the St. Louis, San Francisco and Texas Railway Co. will be hereinafter referred to as Carrier, the Brotherhood of Railroad Trainmen as Brotherhood, and the National Railroad Adjustment Board as Adjustment Board.

CASE No. 1

> Abrogation of the Agreement signed March 25, 1939, effective April 16, 1939, designed to compose the differences between the Committee of the Brotherhood of Railroad Trainmen and the management which affects certain working conditions of yardmen and trainmen. Formal notice was served on the management November 27, 1944, for abrogation of the agreement and set out that on and after December 27, 1944 road and yard crews will be governed by their respective scheules.

The dispute presented to us is one that arises from the desire of the Brotherhood to cancel an agreement entered into between it and the Carrier under date of Mar. 25, 1939, effective Apr. 16, 1939, the preamble of which reads as follows:

> It is mutually agreed that the dispute involving road men performing yard work under certain conditions, between the St. Louis-San Francisco Railway Company and the St. Louis, San-Francisco and Texas Railway Company and the Brother-

hood of Railroad Trainmen, representing road trainmen and yardmen of the carriers, is hereby disposed of as follows:

(10 articles, with subdivisions, are incorporated therein.)

This agreement is in effect supplemental and amendatory of the Trainmen's schedule entered into between the Carrier and the Order of Railway Conductors and the Brotherhood of Railroad Trainmen effective Mar. 15, 1920, revised effective Apr. 1, 1924, and of the Yardmen's schedule effective Jan. 1, 1919, also revised effective Apr. 1, 1924.

Subsequent to May 15, 1920, a separate agreement was negotiated with the Order of Railway Conductors effective Mar. 16, 1929, covering freight and passenger conductors. It is claimed by the Carrier that the present Trainmen schedule, being effective Mar. 16, 1920, is in effect only between the Carrier and the Brotherhood of Railroad Trainmen.

The Mar. 15, 1920 agreement styled "Trainmen's Schedule" on the outside cover, is headed inside: "St. Louis-San Franscisco Railway Company—St. Louis-San Franscisco and Texas Railway Company—Fort Worth & Rio Grande Railway Company—Brownwood North and South Railway Company"—"Conductors' and Brakemen's Schedule" and the preamble reads:

> Following will be the schedule rate of wages and regulations relating thereto for conductors and breakmen on the above named lines on and after this date and comprise all agreements and rulings in effect.
>
> (65 articles, with subdivisions, are embodied in the book containing the agreement.)

Article 17, Section F, reads as follows:

> ROAD CREW PERFORMING YARD SERVICE
>
> Road crews shall not perform any service in terminal yards where yard crews are on duty.

The Brotherhood claims that this agreement was constantly violated by the Carrier. Claims arose and demands for compensation were filed for time lost by the yardmen account road crews doing yard crew work in terminal yards where crews were on duty. The claims accumulated to such an extent that the Brotherhood contends they aggregated approximately $500,000 by early 1939. Upon requests by the Brotherhood for payment, conferences were held by the parties and attempts made to settle the claims. Negotiations resulted in an agreement to compromise the claims for an amount not totalling more than $113,000; conditioned, however, upon reaching an agreement to correct the sit-

uation. This culminated in the 1939 agreement, the preamble of which already appears above.

The following provision appears in the last part of the last article (art. 10, sec. g):

> All the rules and provisions of the yardmen's and road men's schedules shall remain in full force and effect, except where the provisions thereof are contrary to and thereby superseded by the provisions of this agreement.

Nowhere in this 1939 agreement do we find any provision similar to that of article 17, Section F, of the 1920 agreement. Instead, the 1939 agreement undertakes to say where, when, and what kind of switching can be done by road crews.

This 1939 agreement has not cured the situation which existed prior to that date. The Brotherhood says it has made matters worse, so much so that it has become unbearable and the employees will not tolerate the conditions created thereby and will no longer work under it. They want the 1939 agreement abrogated.

The Brotherhood served formal notice on the Carrier on Nov. 27, 1944 for the abrogation of the agreement. Conferences were held, but no solution of the problem was arrived at. The Carrier on Dec. 28, 1944, referred the matter to the National Mediation Board and requested mediation. Numerous conferences were held. On Nov. 8, 1945, the Brotherhood notified the Carrier that unless a favorable answer was given to the demands made, an immediate date would be set for the peaceable withdrawal from service of the employees represented by it on the entire Frisco system.

Dec. 3, 1945, Mr. Ross R. Barr, Mediator, National Mediation Board, undertook to handle the dispute, but was unsuccessful. Proposals and counter-proposals of new agreements or amendments to existing ones were made but none were acceptable. A strike ballot was circulated on Dec. 21, 1945 and 98.6 percent of the employees voted in favor of a strike. The Carrier was notified a strike would take effect Jan. 6, 1946 at midnight. This resulted in the appointment of this Emergency Board.

We find that the Brotherhood has substantially complied with all of the requirements of the Railway Labor Act in order that they may secure an abrogation of this agreement. This is also in compliance with the 1939 agreement which reads:

> This agreement shall become effective as of April 16, 1939, and remain in effect until changed in accordance with the provisions of Section 6, Railway Labor Act.

The question now arises: Is the contract now abrogated? We feel that the Brotherhood, having substantially complied with the

provisions of the Railway Labor Act to secure an abrogation of this agreement, now has the right to declare it abrogated; and that, upon the giving of formal notice to the Carrier to that effect, it has the right to consider it no longer binding from and after the date of the notice. However, we are also of the opinion that such action, without more, will create serious operating problems for these parties and will result in confusion, delays, and limitations of the service which these parties render the public. It will leave the parties with agreements in force that admittedly were not fully satisfactory to either of them when the 1939 agreement was made. It may well cause added discord between the Carrier and its employees, with resulting serious disputes and claims. We feel that situation should and can be avoided.

We accordingly earnestly recommend to the Brotherhood that it do not immediately declare this agreement abrogated, but rather that it leave the agreement in force for the time being, and again enter into direct negotiations with the Carrier in an effort to reach an agreement on the items that have caused the friction and disagreements. We likewise recommend to the Carrier that it also enter into those negotiations. We feel that these problems can be solved by direct negotiation and without much delay of time. The administrative agencies created by the Railway Labor Act are available and should be used, if necessary.

The parties have heretofore been unable to agree to submit these disputes to arbitration. That method is an established permissive procedure provided by section 7 of the Railway Labor Act. That procedure has proven successful on other Carriers.

Both parties should approach this problem, bearing in mind the necessity of its solution, and that the public and the patrons, whom they serve and who support their operations, are a real party in interest and have a direct concern in a proper solution. Each party to this dispute should weigh that interest in making its decisions.

At our hearings, the Brotherhood also asked for the abrogation of certain special agreements, also entered into on Mar. 25, 1939, with reference to reduction of forces of yardmen and trainmen. These claims were not included in the strike ballot. Moreover, it does not appear that the Brotherhood has complied with the provisions of the Railway Labor Act which is to be followed in matters of this kind. Accordingly, we are of the opinion that those special agreements are not subject to abrogation at this time.

CASE No. 3[1]

Complaint of Brotherhood of Railroad Trainmen against train porters being used to perform the duties of brakemen on passenger trains on all the lines of the SL–SF Railway Co. and SL–SF & Tex. Railway Co. and claim that additional brakemen covered by and paid under the respective brakemen agreements should be used to perform the duties of brakemen now being performed by train porters, and claim of brakemen dated August 2, 1945 be sustained.

The Brotherhood here challenges the right of the Carrier to use train porters on certain of its passenger trains to perform the duties ordinarily performed by brakemen, the contention being that it holds a contract providing that such services shall be performed by men of the class or craft of brakemen, and that the Carrier is violating that contract. The claim has not been submitted to the Adjustment Board.

During the progress of the hearings, the Brotherhood of Trainmen, Brakemen, Porters, Switchmen, Firemen and Railway Employees Incorporated presented a petition asking that it be permitted to intervene. Its petition contended, in effect, that it held a contract with the Carrier whereby members of the craft or class of porters had a contractual right to perform the work here in dispute, and that any finding made by us might adversely affect their contractual rights. It asked leave to present evidence and argument and sought a determination of the rights of its members under its contract. This organization was not a party to the dispute that resulted in the emergency causing the President to create this Board. We were of the opinion that we did not have authority to investigate and report on the contentions it advanced. Accordingly, we denied its petition to intervene.

The Carrier contends that for at least the last 40 years, it has employed and used porters on certain of its trains, to perform work here in dispute. The Carrier further asserts that the contract of Mar. 15, 1920, upon which this complaint is based, does not directly prohibit such continued use of porters. On Mar. 14, 1928, this Brotherhood and other train service organizations entered into a contract with the Carrier whereby it was agreed that "in the future hiring of employees in train, engine and yard service but not including train porters, only white men shall be employed."

The Carrier now contends that it has the right to continue the use of porters in the duties now performed based upon long prac-

[1] We report on this case, out of turn so far as number is concerned, but in turn in the logical preparation of this report.

tice, acquiescence in and implied approval by the Brotherhood as evidenced by the contracts mentioned. The Brotherhood in its submission presents certain provisions of the contract between the Carrier and the Porters' organization. It thus presents the two contracts for construction. The Carrier has offered the entire contract in evidence. (Carrier's Ex. 44.) The Trainmen's Schedule is in evidence as Carrier's Exhibit 4.

The issue thus presented is this: Does the Brotherhood have the right to have this work performed exclusively by men of the craft or class represented by it, or may the Carrier properly continue to have that work performed by men of the craft or class represented by the Porters' organization?

The Supreme Court of the United States has recently been presented with a similar problem. See *Orders of Railway Conductors* vs. *Trustees of Central Railroad Co. of New Jersey,* No. 37—October Term, 1495, decided Jan. 14, 1946. There, the Order of Railway Conductors and the Brotherhood of Railroad Trainmen each claimed that its respective agreements entitled it to supply certain of the employees for certain trains of the Carrier. There a practice over a period of years was shown, whereby Order of Railway Conductors' members performed the work which the Brotherhood of Railroad Trainmen claimed belonged to members of its organization. A dispute arose. The Carrier agreed to substitute Brotherhood of Railroad Trainmen's members for Order of Railroad Conductors' members on the work involved. The Order of Railroad Conductors asked that the carrier be enjoined from taking such action so long as its contracts were not altered in accordance with the provisions of the Railway Labor Act. The case was referred to a master who found that the Order of Railroad Conductors' contract did not provide that its men should do the disputed work. The District Court denied the Order of Railroad Conductors the relief asked. The Circuit Court of Appeals held that the petition should be dismissed on jurisdictional grounds. The Supreme Court held that a question of interpretation of the contracts of the two Brotherhoods was presented. It then held that Congress had specifically provided a tribunal to interpret such contracts in order to settle such a dispute, and referred to the Adjustment Board as a designated "agency peculiarly competent to handle the basic question" involved.

The Supreme Court in the course of the opinion said that "interpretation of these contracts involves more than the mere construction of a 'document' in terms of the ordinary meaning of words and their position * * * For ORC's agreements with the railroad must be read in the light of others between the railroad and

BRT. And since all parties seek to support their particular interpretation of these agreements by evidence as to usage, practice and custom, that too must be taken into account and properly understood. The factual question is intricate and technical. An agency especially competent and specifically designated to deal with it has been created by Congress. Under these circumstances, the Court should exercise equitable discretion to give that agency the first opportunity to pass on the issue." The Supreme Court then held that the trial Court "should not have interpreted the contracts for purposes of finally adjudicating the dispute between the unions and the railroad" and left open to the parties the "opportunity for application to the Adjustment Board for an interpretation of the agreements."

The similarity of the basic factual situation and issues in the *Central Railroad* case and the issue presented to this Board are apparent. The reasoning of the Court, in refusing presently to determine the question and in suggesting to the parties that their remedy lies in proceeding under the Railway Labor Act and before its agencies, is clearly applicable here. Accordingly, we do not undertake to make findings of fact or recommendation here, save to suggest that the parties have available to them an administrative tribunal created by the Congress to determine the dispute here presented. They have not availed themselves of the remedy. It is clearly the intent and purpose of the Railway Labor Act that disputes of this character be determined there.

CASE No. 2

Request carrier be required to designate interchange point in each terminal and switching district on this property in line with numerous N.R.A.B. awards governing similar complaints.

The Brotherhood complains "that the use of crews from foreign lines to move cars past point of interchange within the confines of the terminal over the lines of other railroads, is work not properly belonging to them, and by performing this work, they are depriving men from the seniority roster of the yard in which this work is performed, of work which is rightfully theirs."

The Brotherhood does not make a specific claim for loss of wages by reason of some alleged violation of the contract, but on the contrary makes the broad request that Carrier be required to establish a single interchange track in each terminal or switching district, regardless of the size of the terminal or the varying conditions existing therein. The Carrier contends that, on account of different conditions, each terminal has its peculiar

course of preparation for submission to the Adjustment Board at the time of the strike notice.

CASE No. 5

Claim of Brakeman H. C. Jones for all time lost October 17 to November 13, 1945, inclusive, account suspended for refusing to accept call for service as a brakeman account his physical condition being such that he did not feel he was able to perform the services to be required of him.

Investigation was conducted in this matter on Oct. 17, 1945, and notice of dismissal is dated Oct. 19, 1945. Jones was reinstated to service on Nov. 13, 1945. This case was in course of preparation for submission to the Adjustment Board at the time of the strike notice.

CASE No. 6

Claim of Brakeman Clyde Kenner for all time lost from June 21 to September 30, 1945 inclusive (69 days) for alleged responsibility in connection with accident on Union Terminal Line at Dallas, Texas, June 21, 1945.

Investigation was held in connection with this claim on June 28 and 29, 1945; employee was removed from service on July 2, 1945; and he was reinstated with full seniority rights on Oct. 16, 1945. On Nov. 5, 1945, Brotherhood wrote Carrier about submitting case of pay for time lost to the Adjustment Board. On Nov. 13, 1945, Brotherhood was advised that Carrier would join in submitting case to the Adjustment Board, requesting submission to Carrier of joint statement of facts. Nov. 15, 1945, the Brotherhood replied, stating that it was sending all investigation papers with proposed claim and statement of facts to the Carrier. This case was in course of preparation for submission to the Adjustment Board at the time of the strike notice.

CASE No. 7

"Claim of Brakeman Earl Nelson for all time lost April 28 to May 28, 1945 inclusive, when held out of service for refusal to accept call after he had properly laid off account of serious illness to a member of his family who died during the night."

Investigation held Apr. 25, 1945, and notice of suspension is dated Apr. 28, 1945. This claim was in course of preparation for submission to the Adjustment Board at the time of the strike notice.

CASE No. 8

"Claim of Brakeman Wm. Thrasher for one day at passenger rates from May 18, 1943 to and including July 9, 1943.

problems; and to require the designation of one point of interchange at each terminal, irrespective of the different factual situations involved, would be unjustified and an improper interference with the Carrier's managerial discretion.

In support of its position, the Brotherhood relies upon certain awards of the First Division of the Adjustment Board. Award No. 6218 is typical and illustrative of the awards cited. It was there held "that an interchange track must be designated for receiving and handling freight equipment in each yard where interchange is effected (a receiving track may be separate from a delivery track), and that a crew from a foreign line cannot be permitted to switch or pick up cars from two or more tracks when the designated interchange track will hold the cars to be interchanged, and when this is done it is a violation of the agreement."

In each of the awards cited by the Brotherhood, there was a specific claim for loss of wages because of the alleged violation of the agreement. Moreover, in sustaining the claims in these cases, the Adjustment Board held that it was necessary for the Carrier, in order to comply with the agreement, to designate an interchange track in each *yard,* (not in each *terminal* as claimed by the Brotherhood) and that for failure so to do, the Carrier was liable for wage claims. The Brotherhood has cited no award nor are we aware of any, which holds that the Carrier is required to designate one interchange track in each terminal. This claim presents then a dispute which we think is properly referable to the Adjustment Board.

In making its request for one interchange point at each terminal, the Brotherhood complains specifically of the change of practice at the Tulsa Terminal. In connection with this dispute, one claim was in the course of handling for submission to the Adjustment Board at the time of the strike ballot. This claim was to be used as a precedent in other cases. Our conclusion herein is without prejudice to the handling of this claim, or any other claims under the regular procedure prescribed in the Railway Labor Act.

CASE No. 4

> Claim of Kenneth R. Seward for all time lost off his assignment December 13 to December 27, 1944 inclusive, account suspended for alleged responsibility in connection with the delay to passenger train No. 309 by train No. 330 December 12, 1944 at Oswego, Kansas.

Investigation of this claim was conducted on Dec. 14, 1944, and notice of suspension is dated Dec. 17, 1944. This claim was in

Claim of Brakeman Arthur Lamp for one day at passenger rates, September 29, 1943 to January 3, 1944 inclusive, and claim of Brakeman T. O. Mann for one day passenger rates, July 10, 1943 to including September 28, 1943, account required to remain on duty after the conductor had registered in and their tour of duty ended to perform service in connection with an outgoing train and protect cars in that train while it was being handled by the yard crew."

This claim is now docketed with the First Division of the Adjustment Board, Docket No. 21507, under joint submission of the parties.

CASE No. 9

Claim of Yardman E. Banks and B. C. Standley for difference between swtichman and yardmaster rates of pay since November 7, 1943 and claim for two extra yardmen for one minimum day each on each date available since the date of claim of November 7, 1943, and request that two yardmaster positions be re-established at Thayer, Missouri.

This claim is now docketed with the First Division of the Adjustment Board, as Docket No. 21472.

CASE No. 10

Claim of yardmen on duty for one hour at time and one-half in accordance with schedule rules September 30, 1945, date on which clocks were turned back one hour from war time to standard time, resulting in men on duty at that time being required to work nine hours instead of eight hours on their regular assignment and paid for eight hours.

This claim was denied on the property by the Carrier. There has been some handling of other claims of this nature on the property. A suggestion was made by the Brotherhood on Oct. 31, 1945, that one claim be handled as a test case for all similar claims on the property. No further steps have been taken in securing the submission of these claims to the Adjustment Board.

CASE No. 11

Claim for crews assigned to Madill Switcher for one day in addition to other compensation paid for, account required to perform switching and line up cars at Madill to be picked up by crews of the Southwestern Division, thereby performing service on a division on which they hold no seniority and lining up trains in violation of the understanding arrived at in 1939.

There has been a limited handling of this claim on the property. On Feb. 8, 1945, a letter was written by Brotherhood to Carrier requesting allowance of the claim. On Feb. 13, 1945, Carrier replied declining the claim. There appears to have been no further handling of this claim on the property and no attempt to process it for hearing before the Adjustment Board.

CASE No. 12

Claim of all freight crews on the St. Louis San Francisco Railway Company and St. Louis San Francisco and Texas Railway Company for one day at freight rates who were available and not used to man troop trains and trains of empty equipment going to and/or returning from troop movements for March 27, 1941 and all subsequent dates, in accordance with letter of instructions dated August 15, 1918 over the signature of Mr. J. M. Kurn, General Manager, which has not been cancelled.

This case involves a dispute between two Brotherhoods as to whether troop trains shall be manned by freight crews. There has been considerable handling of this claim on the property, and much discussion between Carrier and the two Brotherhoods over a long period of time in an endeavor to settle the differences, but without avail. As late as Jan. 17, 1946, subsequent to the strike ballot, a representative of the Order of Railroad Conductors wrote Carrier, insisting that freight crews be not used.

Under the recent decision of the United States Supreme Court herein referred to, this dispute should be determined by the Adjustment Board.

CONCLUSION

It will be noted with reference to Cases 2 to 12 inclusive, two of them are docketed and awaiting hearing before the Adjustment Board, and a number of the others are in process of preparation for submission to the Board. Some of these latter claims are of recent origin. All of these cases should be processed for submission to the Adjustment Board unless settled on the property. We have heard considerable evidence, indicating that there is a sharp dispute between the Carrier and the Brotherhood, both on questions of fact, as well as questions of interpretation of the agreements in each of the cases presented. Under the Railway Labor Act, it was not intended that Emergency Boards should perform the functions of the Adjustment Board in the hearing of claims of this character. Adequate machinery has been set up under the

Act for the hearing and disposition of these claims. At the most, our conclusions would be advisory, and we deem it inadvisable to make recommendations as to these claims, because of the possibility of prejudicing the parties in the hearing before the Adjustment Board.

We agree with the statement made by the Emergency Board, dated June 13, 1945, in its report to the President in connection with the dispute between the River Terminal Railway Co., and its employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen.

We quote from page 11 of this report:

> Most of the cases included in the strike ballot and presented to this Board involve matters which, in our opinion, could have been presented to the First Division of the National Railroad Adjustment Board under the provisions of section 3 of the Railway Labor Act, as amended.
>
> Section 10 of that act, as its title and provisions clearly indicate, should be resorted to only in cases of emergency, after all of the intervening steps provided by the act have been taken.
>
> No employee organization should resort to the use of a strike ballot to create an emergency for the purpose of avoiding the necessity of taking these intervening steps. If this should become a practice, the general plan of handling railroad labor disputes at present would be gravely jeopardized.
>
> The fact that there is a present delay in processing claims through the First Division of the Adjustment Board, does not justify the failure to file with that Division claims properly within its jurisdiction. Instead both parties should exert every effort to overcome such delay and to remedy the situation.
>
> The Carriers and the Brotherhoods may justly feel proud of the successful operation of the method provided by the Railway Labor Act for the orderly settlement of their disputes. We feel sure that neither would now willingly tear down the successful operation of that plan, which they have spent years in perfecting. Stricter and more careful observance of the specific provisions of the act will tend to avoid this undesirable result. We strongly urge such observance.

We believe this statement is pertinent to Cases 2 to 12 inclusive, presented here, and recommend, therefore, that all of these cases be processed for submission to the Adjustment Board, in the event they cannot be disposed of satisfactorily on the property.

CERTIFICATION

In accordance with the provisions of Section 202 of the Amendment approved June 30, 1944, to the Emergency Price Control Act of 1942, this Board finds and certifies that its recommendations do not involve a wage increase, but an interpretation and application of the existing agreements between the parties and that its findings are consistent with the standards now in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies.

ROBERT G. SIMMONS, *Chairman.*
HENRI A. BURQUE, *Member.*
LUTHER W. YOUNGDAHL, *Member.*

☆ U. S. Government Printing Office : 1946—681912